

MORTGAGE ORIGINATION AND SALE AGREEMENT

BY AND AMONG

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
(“AUTHORITY”)

AND

PARTICIPANT
(DEFINED HEREIN)

AND

MASTER SERVICER
(DEFINED HEREIN, NOT APPLICABLE TO;
MCC STAND-ALONE PROGRAM)

MORTGAGE ORIGATION AND SALE AGREEMENT (MOSA)

INTRODUCTION

Please read this document thoroughly. If you wish to participate in IHCD A mortgage programs, you must complete the signature page attached hereto. In addition, attached at the end of this Origination Agreement or MOSA (each as defined herein) you will find corporate, application, closing and the broker appendix contact sheets. **Please complete all applicable areas of this agreement and forms.**

Please email a completed copy of this Origination Agreement to mosa@ihcda.IN.gov. After IHCD A receives an email of the document signed by you, the Origination Agreement will be signed by the Executive Director of the IHCD A and the IHCD A will email a fully signed agreement to your corporate contact.

The fee to participate is \$2,000.00.

Please send the applicable fee, via ACH to:

J.P. Morgan Chase
1 East Ohio Street
Indianapolis, IN 46277
Routing number: 074000010
Account number: 687725080

OR check or money order, made payable to IHCD A, along with the MOSA Invoice to the following address:

Indiana Housing and Community Development Authority
Attention: Homeownership Department
30 S. Meridian Street, Suite 900
Indianapolis, IN 46204

**THIS MORTGAGE ORIGATION AND SALE AGREEMENT (MOSA) IS IN EFFECT
UNTIL DECEMBER 31, 2021.**

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HOMEOWNERSHIP MORTGAGE ORIGINATION AND SALE AGREEMENT

This Mortgage Origination and Sale Agreement dated as of _____, 20____ (this “Origination Agreement” or “MOSA”), is by and among the Indiana Housing and Community Development Authority (the “Authority”), the Master Servicer (herein defined, but not applicable to; MCC stand-alone program) and _____ (“Participant”).

RECITALS

WHEREAS, the following facts are true:

All capitalized terms are used as defined herein.

This Origination Agreement, as may be supplemented and amended from time to time as provided herein, governs the roles of the parties hereto within the Programs.

The Authority will from time to time issue certificates in an allocated amount allowing eligible Mortgagors to receive tax credits for a portion of the interest paid on the mortgage incurred to finance the purchase of the Mortgagor’s one-unit dwelling.

The Participant is not obligated by virtue of its execution hereof to originate Mortgage Loans until it delivers a Reservation Request for one (1) or more particular Mortgage Loans to the Authority, all as further provided in this Origination Agreement and the Program Guides, as may be applicable.

NOW, THEREFORE, in consideration of the mutual covenants provided herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I.

DEFINITIONS

Unless otherwise defined herein, all words and phrases defined in the Servicer Agreement (which is not applicable for MCC stand-alone product) and the Program Guides are used herein as so defined.

The following words and phrases have the meanings specified below:

“Allocation” means a specified sum of money equal to which the Authority may from time to time issue Mortgage Credit Certificates (MCC) pursuant to the Program.

“Certificate” means a GNMA, FNMA or FHLMC Certificate.

“Code” means the Internal Revenue Code of 1986, as amended, any predecessor to the Code and any rules or regulations promulgated thereunder.

“Down Payment Assistance Loans” means those loans designated as such and provided by the Authority (not applicable for MCC stand-alone product and Honor Our Vets Programs).

“Eligible Mortgagor” means any person meeting the qualifications of the Program and the applicable Program Guide.

“FHA” means the Federal Housing Administration of the United States Department of Housing and Urban Development, or such other agency or instrumentality created or chartered by the United States to which the powers of the Federal Housing Administration have been transferred.

“FHA Insurance” means FHA mortgage insurance issued under one of the FHA Insurance programs for one (1) unit dwellings pursuant to the National Housing Act.

“FHA Loan Mortgage Addendum” means an addendum to the mortgage.

“FHA Mortgage Rider” means a legal addendum to the main FHA mortgage document.

“FHLMC” means the Federal Home Loan Mortgage Corporation.

“FHLMC Certificate” means a certificate purchased by the Trustee, issued by the Master Servicer and guaranteed by FHLMC.

“FNMA” means the Federal National Mortgage Association.

“FNMA Certificate” means a certificate purchased by the Trustee, issued by the Master Servicer and guaranteed by FNMA.

“GNMA” means the Government National Mortgage Association, a wholly owned corporate instrumentality of the United States Department of Housing and Urban Development and any successor to its functions.

“GNMA Certificate” means a certificate purchased by the Trustee, issued by the Master Servicer and guaranteed by GNMA pursuant to GNMA’s GNMA Mortgage-Backed Securities Programs and other related provisions under the National Housing Act of 1934, as amended, and based on and backed by Mortgage Loans referred to in the GNMA Guaranty Agreement.

“GNMA Guaranty Agreement” means one (1) or more guaranty agreements in the form set forth in the GNMA Guide between the Master Servicer and GNMA now or hereafter in effect pursuant to which GNMA has agreed or will agree to guarantee GNMA Certificates backed by Mortgage Loans.

“GNMA Guide” means either the GNMA I or II Mortgage-Backed Security Guides, GNMA Handbook 5500.1, GNMA Handbook 5500.2 or GNMA Handbook 5500.3, as amended from time to time, for the GNMA Mortgage-Backed Securities Program pursuant to which GNMA Certificate can be purchased.

“GNMA Pool” means the assemblage of Mortgage Loans backing the issuance of GNMA Certificates.

“IHCDA Informational Statement” means IHCDA’s document that is given to mortgagor containing loan information.

“IHCDA Online” means the online system used by the Authority and participating lenders to access, manage and verify the program being utilized.

“Loan(s)” means the Mortgage Loan(s) and the Second Mortgage Loan(s) (not applicable for MCC stand-alone product).

“Master Servicer” or “Servicer” means the entity selected by the Authority to purchase Loans from Participants as specified from time to time by the Authority and as set forth in the applicable Program Guides and any successors or assigns of such entity or entities and any successors and assigns thereof, including any sub-servicer (Definition not applicable for MCC stand-alone product).

“MCC Loan” means any obligation issued pursuant to the applicable Program and Program Guide.

“Mortgage” means the interest in the Mortgaged Property creating a first lien thereon and providing security for the Mortgage Loan.

“Mortgage File” means all documents related to a Loan as referenced in the applicable Program Guide.

“Mortgage Loan” means any obligation secured by real property in the State upon which a one (1) unit dwelling is located and to be acquired by the Master Servicer (not applicable for MCC stand-alone product) pursuant to the Servicer Agreement (not applicable for MCC stand-alone product) which meets the requirements of the applicable Program, this Origination Agreement, and the Servicer Agreement (not applicable for MCC stand-alone product).

“Mortgage Note” means, with respect to each Eligible Mortgagor receiving a Loan, the Promissory Note entered into by him or her in connection therewith.

“Mortgaged Property” means the real property, consisting of a one (1) unit dwelling, located in the State which is subject to a specified Mortgage securing the Mortgage Loan relating thereto, or a specified Second Mortgage securing the Second Mortgage Loan relating thereto (not applicable for MCC stand-alone product).

“Mortgagor” means an Eligible Mortgagor who has received a Loan from the Participant secured by (a) a Mortgage on the Mortgaged Property in the case of Mortgage Loans, (b) a Second Mortgage on the Mortgaged Property in the case of Second Mortgage Loans (not applicable for MCC stand-alone product).

“Non-Qualifying Mortgage Loan” means any Loan which does not conform to the applicable Program or Program Guide, the Servicer Agreement (which is not applicable for MCC standalone product), the FHLMC Guide, the FNMA Guide or the GNMA Guide, as the case may be.

“Notice Address” means the address specified on the signature page to this document with respect to the Authority, the Participant and the Servicer (which is not applicable for MCC standalone product) or such other address as may be specified by any of the parties hereto in writing.

“Program” means the Authority’s Next Home Program, First Place Program, MCC Program and any other program created during the term of this Origination Agreement for the financing of loans for residential housing established by the Authority pursuant to applicable statutes, this Origination Agreement and the Next Home Program Guide, First Place Program Guide or the MCC Program Guide as may be applicable, as the same may be amended or discontinued from time to time or as new programs are added from time to time.

“Program Guide” means the Next Home Program Guide, First Place Program Guide, MCC Program Guide, and any other program created during the term of this Origination Agreement, as may be applicable, for Participants and Master Servicers adopted by the Authority for the Programs, as the same may be revised, amended, altered, supplemented or discontinued from time to time or as new guides with respect to new programs are added from time to time.

“Program Registration Form” means the agreement delivered by the Participant and received and acknowledged by the Authority regarding the Authority’s acceptance of the Participant as a participating originator of Next Home, First Place, MCC Loans or any other Program Loans under the applicable Program.

“Registration Fee” means the fee that must be paid by the Participant to participate in the Program(s).

“Request to Repurchase” means a request made by the Servicer (not applicable for MCC stand-alone product) pursuant to Section 2.02(y) or Section 3.07 hereof.

“Reservation” means a Reservation Request approved by the Authority.

“Reservation Fee” means the fee set forth in the applicable Program Guide, relating to the aggregate principal amount of the particular Mortgage Loans which the Participant has committed to originate and sell to the Servicer (which is not applicable to MCC stand-alone product) pursuant to a Reservation Request, payable contemporaneously with the submission of the corresponding application package, all in accordance with the procedures set forth in the applicable Program Guide.

“Reservation Request” means a request received by the Authority from the Participant for a reservation of funds with respect to one or more specified Mortgage Loans which the Participant commits to originate and sell to the Servicer (not applicable for MCC stand-alone product) in accordance with the provisions of this Origination Agreement.

“Rules and Regulations” means the rules and regulations promulgated by the Authority as in effect from time to time establishing, among other things, procedures for the Participant’s acceptance of applications for Loans.

“Second Mortgage” means the interest in the Mortgaged Property creating a lien thereon second in priority only to the Mortgage and providing security for the Second Mortgage Loan (such

definition and use of such term in this Origination Agreement shall not be applicable to a MCC stand-alone product or any other Program which does not provide down payment assistance).

“Second Mortgage Loan” means an obligation secured by a Second Mortgage on real property located in the State, including Down Payment Assistance Loans, second in priority only to a Mortgage Loan (such definition and use of such term in this Origination Agreement shall not be applicable to a MCC stand-alone product or any other Program which does not provide down payment assistance).

“Servicer Agreement” means any Servicer Agreement among the Authority and a Servicer relating to a group of Loans (Definition not applicable for MCC stand-alone product).

“State” means the State of Indiana.

“Trustee” means The Bank of New York Mellon Company, N.A. and its successor or successors and assigns.

ARTICLE II.

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 2.01. Representations, Warranties and Covenants of Participant. Participant represents and warrants to, and covenants with, the Servicer (which covenants to the Servicer are not applicable for MCC stand-alone product) and the Authority during the term of this Origination Agreement:

(a) Participant is a corporation or association duly organized, validly existing and in good standing under the laws of the state in which it was chartered or incorporated, or is duly chartered or incorporated under federal law, is duly authorized to transact business in the State and in every other state in which its business requires such authorization, and customarily provides service or otherwise aids in financing mortgages located in the State.

(b) Participant will remain subject to supervision and examination by State or federal authorities, as may be applicable, and will remain in good standing and qualified to do business under the laws of the United States of America, and under the laws of each state, including the State, in which such qualification is required, and will not dissolve or otherwise dispose of all or substantially all of its assets without providing the Authority with thirty (30) days’ notice in writing pursuant to Section 7.03 hereof. However, Participant may, subject to the Authority’s right of consent contained herein in Section 4.01 hereof, without violating the provisions of this subsection, consolidate with or merge into another entity, or permit one (1) or more entities to consolidate with or merge into it, or sell or otherwise transfer to another such entity all or substantially all of its assets as an entirety and thereafter dissolve so long as such new or surviving entity assumes all obligations of the Participant to the Authority, including but not limited to, this Agreement.

(c) Participant has the power to execute and deliver and accept the terms of this Origination Agreement, to enter into the transactions contemplated by this Origination Agreement,

and the acceptance and performance of this Origination Agreement have been duly authorized by all necessary corporate and other action.

(d) The execution and delivery of this Origination Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions hereof or any of the other documents contemplated hereby to which the Participant is a party, will not conflict with or result in any breach or violation of any of the terms, conditions or provisions of any applicable laws, including regulations, by laws, articles of organization or incorporation, authorizing documents or any agreement or instrument to which Participant is now a party or by which it is bound, or constitute a default under any of the foregoing.

(e) This Origination Agreement constitutes a valid and legally binding agreement among the parties hereto.

(f) Participant is currently authorized to make Loans in the State.

(g) Except as otherwise waived, in writing, by the Authority in its sole discretion, Participant is and will at all times during the term of this Origination Agreement be an FHA, FHLMC, GNMA or FNMA approved mortgage lender, as applicable to the type of Loans being originated, or an approved seller of Loans insured by FHA and in good standing with FHA, FHLMC, GNMA or FNMA, as applicable to the type of Loans being originated, possessing without restriction all rights and privileges thereunder.

(h) Participant is in good standing under all prior programs of the Authority in which it has previously participated, if any.

(i) Participant will comply, with respect to each Loan, with all rules and requirements of the applicable Program Guide, and all applicable FHA rules and regulations, FHLMC, FNMA, and the GNMA Guide, as the case may be, guidelines from the Master Servicer, all Rules and Regulations, and all other agreements contemplated herein and therein.

(j) Participant shall promptly provide such information as reasonably requested by the Servicer including, without limiting the foregoing, such information as requested by the Servicer to enable Servicer to meet its reporting requirements under the Servicer Agreement (provided, this subsection shall not be applicable for MCC stand-alone product).

(k) Participant shall immediately notify the Servicer (not applicable for MCC stand-alone product) and the Authority of any suspension or termination of powers to do business as contemplated by this Origination Agreement, or any substantial changes in personnel of Participant's loan originating staff or administration.

(l) The Participant is aware and understands that the Authority may from time to time be required to withhold certain credits or funds for use only in areas designated as Targeted Areas (as defined in Section 143 of the Code) in the Program Guides, as may be applicable (provided, this subsection shall not be applicable for MCC stand-alone product, Next Home Program, First Place or other Programs not utilizing proceeds of tax-exempt bonds).

(m) Upon purchase of a Loan, the Participant shall transfer all servicing rights thereto to the Servicer and deliver to the Servicer (i) all moneys in its possession and all escrow funds and accounts pertaining to or in any way relating to the Loan; (ii) documents sufficient to enable the Servicer to service the Loan; (iii) documents evidencing compliance with all applicable laws; and (iv) such other documents as may be requested by the Servicer, the Trustee or the Authority from time to time (provided, this subsection shall not be applicable for MCC stand-alone product).

(n) Upon purchase of a Loan by the Master Servicer or sub-servicer, the Participant shall be paid a one and seventy-five hundredths percent (1.75%) Sales Release Premium (SRP) of the first mortgage amount minus any and all other fees including but not limited to extension fees under the Next Home Program Guide and First Place Program Guide (provided, this subsection shall not be applicable for MCC stand-alone product).

(o) The execution and delivery of this Origination Agreement and the performance and compliance with its terms by the Participant do not require the consent or approval of any governmental body, or if such consent or approval is required, it has been obtained.

(p) No litigation is pending or, to the best of Participant's knowledge, threatened against it with respect to this Origination Agreement or the consummation of the transactions contemplated hereby.

Section 2.02. Representations, Warranties and Covenants With Respect to Loans. The Participant hereby makes the following representations, warranties and covenants to the Servicer, Trustee and Authority as to each Loan. Each representation, warranty and covenant is deemed made as of the date of this Origination Agreement and thereafter as of each and every date Participant makes and sells a Loan to the Servicer. The Servicer, Trustee and Authority shall be deemed to have conclusively relied on the representations, warranties and covenants, regardless of any independent investigation the Servicer, Trustee and Authority may have made or may thereafter make.

(a) The Loan, Mortgage File, and the Mortgagor(s) shall conform in every respect to the requirements of the following:

- i. Origination Agreement;
- ii. The applicable Program Guide, the FHLMC Guide, the GNMA Guide, and the FNMA Guide whichever is applicable;
- iii. Policy and directives of the Master Servicer (provided, this subsection shall not be applicable to a MCC stand-alone product); and
- iv. Indiana Housing and Community Development Authority Rules and Regulations;
- v. The Code.

(b) The Mortgage File, Uniform Mortgage Rider (provided, this subsection shall not be applicable to a MCC stand-alone product), FHA Mortgage Rider, FHA Loan Mortgage

Addendum, Mortgage Note, IHCD's Informational Statement, Second Mortgage Loan (provided, this subsection shall not be applicable to a MCC stand-alone product) and all documents related thereto have been duly executed by the Mortgagor(s) and create valid, subsisting and legally binding obligations of the Mortgagor(s). The Mortgage shall be duly acknowledged and recorded and shall be a valid and prior first lien on the Mortgaged Property securing the Mortgage Loan which is superior to all other liens or lien claims except for taxes and assessments not yet due and payable, and covenants, conditions and restrictions, right of way, easements and other matters of public record as of the date of recording being generally acceptable to mortgage lending institutions. The Second Mortgage shall be duly acknowledged and recorded and shall be a valid and prior lien on the Mortgaged Property securing the Second Mortgage Loan which is superior to all other liens or lien claims except only for the Mortgage Loan and taxes and assessments not yet due and payable (provided, this subsection shall not be applicable to a MCC stand-alone product) and covenants, conditions and restrictions, right of way, easements and other matters of public record as of the date of recording being generally acceptable to mortgage lending institutions.

(c) The Mortgage File, as delivered to the Authority or as transferred to the Servicer, as applicable, shall be genuine and shall be in every respect the same documents which they purport to be.

(d) Participant shall be the sole owner of the Loan and shall have authority to sell, transfer, and assign the same on the terms set forth herein, and Participant shall not assign, sell, or hypothecate the Loan or Mortgage or Second Mortgage, as the case may be, except for the usual hypothecation in connection with Participant's normal banking transactions in the conduct of its business which hypothecation shall be fully released and canceled prior to the sale and transfer of the Loan by Participant to the Servicer.

(e) Neither Participant nor any prior holder of the Mortgage or the Second Mortgage, as the case may be, has modified the Mortgage or Second Mortgage, as the case may be, in any material respect; satisfied, canceled, or subordinated the Mortgage or Second Mortgage, as the case may be, in whole or in part from the lien of the Mortgage or Second Mortgage, as the case may be; or executed any instrument of release, cancellation, modification, or satisfaction of the Loan.

(f) Participant has entered into any servicing agreement with respect to the Loan or Participant or the Loan is subject to any other contractual or governmental restrictions which would impair the ability of Servicer or its successors or assigns to service the Loans (provided, this subsection shall not be applicable to a MCC stand-alone product).

(g) The full principal amount of each Loan shall be advanced to the Mortgagor(s) either by payment directly to the Mortgagor(s) or by payment made on the Mortgagor(s) request or approval. All costs, taxes, fees, and expenses incurred in making and closing the Loan and in recording and assigning the Mortgage, the Second Mortgage (not applicable for MCC stand-alone product), as the case may be, shall be paid by the Participant. The terms of each Loan shall in no way change or be modified; and all payments required under the terms of the loan shall meet the requirements established in the Master Servicer Agreement.

(h) Each Mortgage Loan which is to be insured by the FHLMC, GNMA and FNMA, shall be in full compliance with all requirements of the FHLMA Guide, GNMA Guide and the FNMA Guide, as applicable.

(i) With regard to escrow deposits for real estate taxes and hazard insurance, there are no deficiencies in connection therewith for which customary arrangements for repayment thereof have not been made, and no such escrow deposit shall be capitalized under the Mortgage or Mortgage Note, or the Second Mortgage (not applicable for MCC stand-alone product) or Second Mortgage Note (not applicable for MCC stand-alone product).

(j) Participant shall comply with and observe any and all applicable laws, rules, regulations and executive orders of any federal, state and local governmental or regulatory body including, without limitation, the Federal Truth-in-Lending Act, Real Estate Settlement Procedures Act, the Integrated Mortgage Disclosure under the Real Estate Settlement Procedures Act Regulation X and the Truth In Lending Act Regulation Z, promulgated under Sections 1098 and 1100A of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Equal Credit Opportunity Act, Fair Credit Reporting Act, Flood Disaster Protection Act, and licensing laws, rules, or regulations regulating real estate lending; Participant shall furnish Servicer with evidence of compliance therewith if applicable upon Servicer's request.

(k) Participant shall comply with and observe any and all applicable laws, rules, regulations and executive orders established by the Consumer Financial Protection Bureau ("CFPB") and the Federal Housing Finance Agency ("FHFA"), including the Integrated Mortgage Disclosure under the Real Estate Settlement Procedures Act (Regulation X) and the Truth-In-Lending Act (Regulation Z) promulgated under Sections 1098 and 1100A of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

(l) At origination, the Mortgaged Property shall be free and clear of all liens of the kind which are or could be prior to the lien of the Mortgage and Second Mortgage (not applicable for MCC stand-alone product) and no rights shall be outstanding which under law would give rise to any such lien except for (i) taxes and assessments not yet due and payable, or (ii) covenants, conditions and restrictions, rights of way, easements and other matters of the public record as of the date of recording being generally acceptable to mortgage lending institutions.

(m) All of the improvements which are included for the purpose of determining the appraised value of the Mortgaged Property shall be wholly within the boundaries and building restriction lines of such property, and no improvements on adjoining properties shall encroach upon the Mortgaged Property.

(n) The Mortgage Loan and the Second Mortgage Loan (not applicable for MCC stand-alone product) shall not be subject to any right of rescission, set-off, counterclaim or defense which could render the Mortgage Loan or the Second Mortgage Loan (not applicable for MCC stand-alone product), as applicable, or their respective notes unenforceable.

(o) The Participant shall not be negligent and shall complete the following tasks: (1) verify the accuracy and/or veracity of statements made regarding any Mortgagor's household size and/or household income; or (2) properly document any of the aforementioned in

accordance with the applicable Program Guide, or (3) submit documentation necessary to complete the Loan and/or clear any conditions listed in the IHCD Online.

(p) There shall be in existence a fully paid, valid and enforceable loan policy of title insurance issued by a title insurance company which has been approved by the Servicer that insures the Mortgage Loan and the Second Mortgage Loan (not applicable for MCC stand-alone product), as applicable. Such title policy shall be for an amount that is at least equal to the original principal balance of the Mortgage Loan and the Second Mortgage Loan (not applicable for MCC stand-alone product), as applicable. Said policy shall insure the Participant and any other party as may be required by FHA, FHLMC, GNMA or FNMA, as the case may be, as their respective interests may appear, as to first priority of lien of the Mortgage in the amount of the original principal amount of the Mortgage Loan and as to second priority of the Second Mortgage in the amount of the original principal amount of the Second Mortgage Loan (not applicable for MCC stand-alone product).

(q) The Participant agrees that the Mortgaged Property acquired through the Program must be used by Mortgagor(s) as his or her (or their) principal residence and must be occupied by Mortgagor(s) within sixty (60) days of closing. A residence that an Eligible Mortgagor intends to use as an investment property, rental property, or a recreational home would not qualify as a principal residence.

(r) The related Mortgage Note shall be payable on the first day of each month in self-amortizing equal monthly installments of principal and interest, with interest payable in arrears, providing for full amortization by maturity over an original term of 360 months (term of 360 months not applicable for MCC stand-alone product). MCC stand-alone product shall be payable on the first day of each month in self-amortizing equal monthly installments of principal and interest, with interest payable in arrears, providing for full amortization by maturity over an original term of varying months. The Mortgage shall have a fixed interest rate for the entire term of the Mortgage Loan (not applicable for MCC stand-alone product). MCC stand-alone product shall have a fixed or variable interest rate for the entire term of the Mortgage Loan.

(s) All structures upon the Mortgaged Property shall be insured against loss by fire, hazards of extended coverage and such other hazards as are customary in the area where the Mortgaged Property is located, pursuant to fire and hazard insurance policies with extended coverage. In addition, if the Mortgaged Property is situated in a designated flood zone, there shall be in effect an appropriate national flood insurance program insurance policy.

(t) The real property shall be improved with an owner-occupied one (1) unit dwelling.

(u) The assignment of the Loan from Participant to Servicer shall be valid and sufficient to assign to and perfect in Servicer all the Mortgagee's rights, title, and interest in and to the Loan. The Loan shall be freely assignable and transferable by Servicer and the sale and transfer of the Loan from Participant to Servicer shall be free and clear of any and all liens or encumbrances (Section not applicable for MCC stand-alone product).

(v) All documents submitted by Participant pursuant to the applicable Program Guide, as may be applicable, shall be genuine and original as required by Servicer (not applicable for MCC stand-alone product); and all other representations by Participant as to each Loan shall be true and correct and shall meet the applicable requirements and specifications of the applicable Program Guide, GNMA Guide, FHA Guide, FHLMC Guide or FNMA Guide, as applicable, the Authority and the Servicer (not applicable for MCC stand-alone product).

(w) There is no proceeding pending for the total or partial condemnation of the Mortgaged Property, and such property shall not be damaged by waste, fire, earthquake or earth movement, windstorm, flood, tornado, or other casualty.

(x) At origination, the date of closing or purchase by Servicer (not applicable for MCC stand-alone product), no improvement located on or consisting of a part of the Mortgaged Property shall be in violation of any applicable zoning law or regulation; all inspections, licenses and certificates required to be made or issued with respect to all occupied portions of the Mortgaged Property, and with respect to the use and occupancy of the same, including, but not limited to, certificates of occupancy and fire underwriting certificates, shall have been made or obtained from the appropriate authorities; and the Mortgaged Property shall be lawfully occupied under applicable law.

(y) No circumstances or conditions shall exist with respect to the Mortgage, the Mortgaged Property, the Mortgagor, or the Mortgagor's credit standing that could be reasonably expected to cause the FHA, FHLMC or GNMA, as the case may be or FNMA, as applicable, to regard the Mortgage Loan as a non-qualifying Mortgage Loan unacceptable, cause the Mortgage Loan to become delinquent or adversely affect the value or marketability of the Mortgage Loan or the Second Mortgage Loan (not applicable for MCC stand-alone product).

(z) Participant shall repurchase or reimburse the Authority for the funds advanced by it for a Second Mortgage Loan and the Servicer for any Loan originated by Participant and subsequently purchased by the Servicer pursuant to this Origination Agreement upon the occurrence of any of the following:

- i. Any false statement, misstatement, or act of omission of material fact contained in the Loan documentation resulting from Participant's negligence or failure to exercise due diligence; or
- ii. Participant fails to obtain FHA, VA or RHS guaranty insurance or private mortgage insurance for any Loan, or if such insurance or guaranty lapses or for any reason becomes unavailable, as a result of any negligent act of the Participant or omission by Participant, or the failure by Participant to obtain such insurance or guaranty within ninety (90) days from the date of purchase; or
- iii. The Servicer is required to repurchase any Loan it sold to any investor, including, but not limited to, FHLMC, GNMA or FNMA and the Loan has been determined to be ineligible for purchase or not of acceptable quality either by investor demand, quality control review or indemnification demand or was ineligible for purchase as

a result of a violation of any Program guidelines or for the said loan product or private mortgage insurance guidelines: or

- iv. Any representation or warranty made by Participant under this Origination Agreement with respect to any Loan shall be, in whole or in part and with or without knowledge of the Participant, false at the time when made by Participant or become false upon the occurrence of subsequent events; or
- v. Any material fraud, misrepresentation or act of omission with respect to the information submitted on a particular Loan is determined to exist by the Servicer or another investor. This includes, but is not limited to, Mortgagor or other third-party fraud or misrepresentation, and any misrepresentation of Mortgagor's income, funds on deposit, employment, or of the occupancy status of the Mortgaged Property; or
- vi. If the Participant is negligent: (1) in verifying the accuracy and/or veracity of statements made regarding any Mortgagor's household size and/or Mortgagor(s) income; or (2) properly documenting any of the aforementioned in accordance with the applicable Program Guide, or (3) fails to submit any documentation necessary to complete the Loan and/or clear any conditions listed in the IHCD Online; or
- vii. The Participant breaches any covenant or obligation to the Authority or the Servicer under this Origination Agreement or the applicable Program.

The repurchase price for any Loan that Participant is required to repurchase from the Master Servicer shall be an amount equal to its then unpaid principal balance of the Loan on the date of repurchase, plus accrued interest, any servicing release premium paid, any Down Payment Assistance Loan and direct expenses (including attorney's fees) incurred by the Servicer for any actions taken by it concerning, as a result of, or in connection with, any of the events or circumstances set forth herein as cause for repurchase (Section not applicable for MCC stand-alone product).

(aa) The Participant will consider all applications for Loans in the order in which they are received on a fair and equal basis and will not reject an application because of the location and or age of the property, and, in the case of a proposed Mortgagor(s), will not vary the terms of a Loan or the application procedures therefore, or reject a Loan applicant based on the race, color, religion, national origin, age, sex, sexual orientation or marital status of such applicant. Except as may otherwise be expressly provided in this Origination Agreement, the Participant shall not enter into any agreement or arrangement with any person, firm or corporation to prefer any applicant or group of applicants for Loans over any other applicant or group of applicants for such Loans. In accepting, evaluating and acting upon such applications, the Participant shall comply, if applicable, with the Equal Credit Opportunity Act and Regulation B promulgated thereunder. All applications for Loans and evidence of actions taken with respect thereto shall be retained by the Participant for three (3) years from the date of the application.

(bb) Participant shall timely comply with the reporting requirements required by the applicable Program Guide, the GNMA Guide, the FHLMC Guide or FNMA guidelines, as applicable to the type of financing, and the Servicer Agreement (Section not applicable for MCC stand-alone product).

Section 2.03. Representations, Warranties and Covenants With Respect to Inspections. In accordance with FHA Mortgagee Letters 99-18, 2004-04 and 2005-01, Participant must advise each Eligible Mortgagor of the importance of obtaining an independent home inspection for any home it plans to purchase.

Section 2.04. Representations, Warranties and Covenants With Respect to Each Reservation Request. The representations, warranties and covenants provided in this Article II shall be deemed restated by the Participant upon making a Reservation Request with respect to such matters as they relate to each.

Section 2.05. Survival of Representations, Warranties and Covenants. It is understood and agreed that the representations, warranties and covenants set forth in this Origination Agreement shall survive and continue in force for the full remaining life of any Loan or Loan purchased by the Servicer (not applicable for MCC stand-alone product) notwithstanding a restrictive or qualified endorsement of any Mortgage or Second Mortgage Note, as the case may be, or any restrictive or qualified language contained in any assignment of Mortgage or Second Mortgage, as the case may be.

ARTICLE III.

OPERATION OF PROGRAM

Section 3.01. Acceptance of Participants. Upon the Authority's receipt of the non-refundable (unless Participant is not accepted by the Authority) Registration Fee, an Indiana Housing and Community Development Authority Program Registration Form that has been properly completed by the Participant, and an acknowledgment of the receipt and approval of this Origination Agreement, which shall be indicated by the signature of a representative of the Authority on the signature page hereof, the Participant shall be accepted to serve as a participating originator of Loans under the applicable Program(s).

Section 3.02. Loan Applications and Originations. The Participant agrees to use its best efforts to present information regarding the Program to any and all Eligible Mortgagor(s) and to use its best efforts to originate Loans for Eligible Mortgagors in accordance with this Origination Agreement and with the applicable Program Guide.

Section 3.03. Reservation Requests and Reservation Fees. For each Loan or group of Loans which the Participant desires to originate through the Program, the Participant shall make a Reservation Request pursuant to the procedures set forth in the applicable Program Guide. The accepted Reservation Request shall constitute the Participant's agreement to originate the particular Loan(s) as soon as practicable pursuant to the procedures set forth in the applicable Program Guide, and the GNMA Guide, the FHLMC Guide or FNMA guidelines, as applicable to the type of financing. The Participant agrees that prior to issuing a commitment for a Loan to an

Eligible Mortgagor for the purchase of a one (1) unit dwelling, the Participant shall have first received an accepted Reservation Request from the Authority with respect to the particular Loan.

SPECIFIC REFERENCE IS HEREBY MADE TO THE PROGRAM GUIDES MADE AVAILABLE FROM TIME TO TIME AT [HTTPS://WWW.IN.GOV/IHCDA/4117.HTM](https://www.in.gov/IHCDA/4117.htm). THE PROVISIONS OF THE PROGRAM GUIDES MADE AVAILABLE FROM TIME TO TIME AT [HTTPS://WWW.IN.GOV/IHCDA/4117.HTM](https://www.in.gov/IHCDA/4117.htm). ARE HEREBY INCORPORATED HEREIN BY REFERENCE AND ARE DEEMED TO BE A PART OF THIS ORIGINATION AGREEMENT.

Section 3.04. Servicer to Purchase and Service Loans. The Servicer has agreed to purchase the Loans from the Participant and to service such Loans as provided in the applicable Program Guide, the Servicer Agreement, and GNMA Guide, the FHLMC Guide or the FNMA guidelines, as applicable to the type of financing; provided, however, the Servicer is not obligated to purchase Loans which are not current with respect to all payments required under such Loan, including, but not limited to, the payment of principal and interest and escrow payments for taxes and hazard insurance, or otherwise not in compliance with the applicable Program Guide. (provided this Section is not applicable for MCC stand-alone programs).

Section 3.05. Loan Terms and Procedures for Sale to the Servicer. Loans shall contain the terms and be subject to the requirements provided in the applicable Program Guide and any agreement entered into between the Servicer and the Participant. The procedures applicable to origination of Loans will be governed by the applicable Program Guide. The sale of Loans to the Servicer will be governed by the applicable Program Guide and any agreement entered into between the Servicer and the Participant (provided this Section is not applicable for MCC stand-alone programs).

Section 3.06. Fees and Costs. In connection with each Mortgage Loan, the Participant may charge and collect a Reservation Fee as provided in and subject to the conditions of the applicable Program Guide. The Participant may also only charge a maximum amount on each loan with respect to Origination Fees that are limited to one percent (1.00%), regardless of who is paying the applicable fee, under the Programs utilizing tax-exempt bond proceeds (not applicable to the other Programs that provide no limit on fees). In addition, the maximum amount a lender may charge in direct lender paid fees will be limited to one thousand two hundred dollars (\$1,200) under the Programs utilizing tax-exempt bond proceeds (not applicable to the other Programs that provide no limit on fees).

Section 3.07. Defective Documents and Non-Qualifying Mortgage Loans. The applicable Program Guides, this Origination Agreement, and any agreement entered into between the Servicer (not applicable for MCC) and the Participant shall provide the rules governing the duties of the Participant in connection with defective Loan documentation and Non-Qualifying Mortgage Loans. If the Participant has (a) delivered an improperly documented or Non-Qualifying Mortgage Loan; (b) failed to remain in compliance with any of the representations set forth in this Origination Agreement; or (c) breached any of the warranties or covenants set forth in the applicable Program Guide the Participant shall repurchase such Loan (not applicable to MCC). Notwithstanding Section 2.02(f) hereof, the Repurchase Price shall be determined by the Master Servicer (not applicable to MCC). The Authority may, in its sole discretion cancel the applicable Mortgage Credit Certificate.

Section 3.08. Proceeds of Reservation Fee. The Reservation Fee submitted to the Authority by Participant in connection with a Reservation Request shall be retained by the Authority. If a Participant desires to cancel a Reservation Request after submission of a Reservation Fee, such cancellation shall be subject to the terms and conditions set forth in the applicable Program Guide.

Section 3.09. Assignment of Origination Prohibited. Participant may not assign its rights and obligations to originate Loans pursuant to this Origination Agreement to any other person without the Authority's prior written consent.

ARTICLE IV.

PARTICIPANT

Section 4.01. Merger or Consolidation of Participant. Any entity into which the Participant may be merged or consolidated, or any entity resulting from any merger, conversion or consolidation to which the Participant shall be a party, or any entity succeeding to the business of the Participant, shall be the successor of the Participant hereunder without the execution or filing of any document or instrument, or any further act on the part of any of the parties hereto, but this provision shall not be construed as consent to any such act to the extent it otherwise violates the terms of this Origination Agreement.

The Participant shall immediately notify the Authority in writing of any such merger, conversion, consolidation or change of name. The Authority, in its sole discretion, may reject any successor as party to this Origination Agreement and thereby terminate this Origination Agreement except as to Participant's liability previously incurred hereunder.

Section 4.02. Participant To Assist Other Parties. The Participant and the Servicer shall each provide the Authority and each other with information, records or such assistance reasonably requested by the Authority or such other person, as the case may be, and otherwise cooperate with the Authority and each other as reasonably requested regarding activities contemplated under this Origination Agreement.

Section 4.03. Notifications. The Participant shall deliver to the Servicer copies of all reports, correspondence, statements, notices or other written communications of the Participant delivered to the Trustee or the Authority and required pursuant to this Origination Agreement at the time so delivered. The Servicer shall be entitled to rely upon such written communications of the Participant (provided this section shall not be applicable for a MCC stand-alone Program).

ARTICLE V.

EVENTS OF DEFAULT

Section 5.01. Participant Termination. Upon the occurrence of any one or more of the following events, the Authority or the Servicer (not applicable for MCC) may terminate this Origination Agreement with respect to the Participant as provided in Section 5.02 hereof and shall have the other remedies specified therein:

(a) Failure by the Participant to fully observe or perform in any respect any warranty, covenant, condition or agreement, or failure to remain in compliance with any representation in the applicable Program Guide or the GNMA Guide, the FHLMC Guide or the FNMA guidelines, as applicable to the type of financing.

(b) Failure by the Participant to timely comply with the reporting requirements required by the applicable Program Guide or the GNMA Guide, the FHLMC Guide or FNMA guidelines, as applicable to the type of financing.

(c) Participant receives an unfavorable decree, order, determination, or designation from a court or agency or supervisory authority having jurisdiction over the Participant such as, the FDIC, the Office of Thrift Supervision (“OTS”), the Office of the Comptroller of the Currency (“OCC”), CFPB, FHFA or another similar regulatory action. The Participant must promptly notify the Authority, no later than 10 days after knowledge thereof, if any such order, determination, or decree is issued.

(d) A decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a trustee in bankruptcy, a conservator or receiver or liquidator in any solvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against the Participant.

(e) The Participant shall consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings of or relating to the Participant or relating to the Participant or of or relating to all or substantially all of its property.

(f) The Participant shall admit its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency or reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations.

(g) The Servicer or Authority shall discover that any representation of or warranty by the Participant is false or misleading in any respect.

(h) The Participant submits one (1) or more Non-Qualifying Mortgage Loans or improperly or inadequately documented Loans and/or fails to submit any documentation necessary to complete the Loan and/or clear any conditions listed in the IHCD Online.

Section 5.02. Remedies. Whenever any event of default referred to in Section 5.01 hereof shall have happened and be continuing, the Authority or the Servicer with the Authority’s consent (not applicable for MCC), may take any one (1) or more of the following remedial steps in addition to (and not in lieu of) any and all other remedies that may be available at law or in equity or by statute for the enforcement of the obligations of the Participant hereunder:

(a) By notice in writing pursuant to Section 7.03 hereof, suspend the Participant from participating in any Program until any event of default is resolved. If Participant is suspended from any Program it will no longer be authorized to originate loans through any Program after the

effective date set forth in the notice of suspension. Any such termination shall not release the Participant from liabilities incurred hereunder prior to suspension.

(b) By notice in writing pursuant to Section 7.03 hereof to the Participant, terminate all of the Participant's rights hereunder without liability to the Authority or Servicer. Any such termination shall not release the Participant from liabilities incurred hereunder prior to termination.

(c) Whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under this Origination Agreement or to enforce performance and observance of any obligation, agreement or covenant of the Participant under this Agreement or the applicable Program Guide.

Anything to the contrary notwithstanding, the representations, warranties and obligations of the Participant under this Origination Agreement made or incurred prior to any termination shall remain fully enforceable and shall survive any termination of this Origination Agreement.

Section 5.03. Servicer to Act; Authority to Act; Appointment of Successor. At the time the Participant receives a notice of termination or suspension pursuant to Section 5.02, and until such time as the Authority shall designate a successor to the Participant with respect to the Loans to be originated hereunder, the Master Servicer (not applicable for MCC) shall succeed to all rights of the Participant hereunder. The Authority shall take such action, consistent with this Origination Agreement, as shall be necessary to effectuate any such succession. The Participant will cooperate with the Master Servicer (not applicable for MCC) and the Authority in effectuating any such succession.

Section 5.04. No Remedy Exclusive. No remedy herein conferred upon or reserved is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given under this Origination Agreement or existing at law or in equity. No delay or failure of Authority to exercise any right or power accruing under this Origination Agreement shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

Section 5.05. Agreement to Pay Attorneys' Fees and Expenses. In the event the Participant should fail to perform its obligations under any of the provisions of this Origination Agreement and the Authority or the Servicer should employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Participant herein contained, the Participant agrees that it will pay or reimburse the Authority and the Servicer on demand the reasonable fees of their attorneys and all such other incurred expenses.

ARTICLE VI.

INDEMNITY

Section 6.01. Participant to Indemnify. The Participant shall indemnify and hold harmless the Trustee, Servicer and Authority from any and all losses, damages, claims, liabilities or judgments or expenses (including, without limitation, court costs and reasonable attorneys' fees)

suffered or sustained by them based upon or relating to any Loan originated by the Participant or any breach of the Participant's warranties, representations, covenants or duties hereunder.

ARTICLE VII.

MISCELLANEOUS PROVISIONS

Section 7.01. Access to Certain Documentation and Certain Information Regarding the Loans. The Participant shall provide, to the Trustee, the Authority and the outside auditors of the Authority, the Servicer, and their examiners and supervisory agents, access to the documentation regarding the Loans requested by them, such access being afforded without charge, upon reasonable request and during the normal business hours at the offices of the Participant.

Section 7.02. Other Amendments, Changes and Modifications. The Authority reserves the right to supplement and amend the provisions of this Origination Agreement and shall notify the Participant of any such supplement or amendment. Such supplements or amendments shall have the same force and effect as if originally contained in this Origination Agreement from and after the effective dates of such amendments.

Section 7.03. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered, when mailed by certified or registered mail, postage prepaid, return receipt requested, or when sent by e-mail addressed to the appropriate Notice Address. The Authority, the Servicer or the Participant may, by notice given hereunder, designate any further or different addresses to which subsequent notices shall be sent.

Section 7.04. Further Assurances and Corrective Instruments. To the extent permitted by law, the Authority, the Servicer and the Participant agree that each of them will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, such supplements hereto and such further instruments as may reasonably be required or appropriate to further express the intention of, or to facilitate the performance of, this Origination Agreement.

Section 7.05. Binding on Parties and Assigns; No Rights Conferred on Others. This Origination Agreement and all obligations and rights arising hereunder shall bind and inure to the benefit of the Authority, the Servicer, the Trustee (with reference to Section 7.12) and the Participant and their respective successors in interest. Consistent with the foregoing, nothing in this Origination Agreement shall confer rights upon any person other than the Authority, the Servicer, the Trustee and the Participant.

Section 7.06. Governing Law. This Origination Agreement shall be construed in accordance with the laws of the State, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws. The Participant hereby consents to the jurisdiction of the courts of Marion County within the State for any proceeding in connection with this Origination Agreement.

Section 7.07. Severability. In the event any provision of this Origination Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7.08. Discretion of the Servicer. With respect to any disputes between the Servicer and the Participant which arise concerning the terms and provisions of this Origination Agreement, the meaning thereof, or decisions to be made thereunder, the judgment of the Servicer shall govern (provided this Section shall not be applicable for a MCC stand-alone Program).

Section 7.09. Term of Origination Agreement. This Origination Agreement shall be in full force and effect from the date hereof and supersedes any previous mortgage origination agreement executed by the Participant, the Authority and the Servicer regarding the Participant's obligations with respect to any past or present Mortgage Loans originated by the Participant under the applicable Program.

Section 7.10. Miscellaneous. The headings used herein have been included for convenience of reference only, and shall be ignored in construing the provisions hereof. Unless the context requires otherwise, the use of any gender shall include all genders, and the singular shall include the plural, and vice versa. This Origination Agreement shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Origination Agreement.

Section 7.11. Relationship of the Parties. Each party hereto, in the performance of its respective duties hereunder, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Except as provided in Article VI, neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

Section 7.12. Trustee May Enforce. The Trustee may, and in the event of the Authority's failure to enforce, shall enforce the Authority's rights here under.

Section 7.13. Confidential Information. The Participant covenants that data, material and information gathered based upon or disclosed to the Contractor for the purpose of the Program, will be utilized for the sole purpose of originating loans under the Program. The Participant acknowledges that the services to be performed by it for the Authority under this Origination Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Participant agrees to comply with the provisions of I.C. 4-1-10 and I.C. 4-1-11. If any Social Security number(s) or personal information (as defined in I.C. 4-1-11-3) is/are disclosed by Participant, it agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Origination Agreement.

Section 7.14. Fraud Policy. As a recipient of federal and state funds, the Authority has an obligation to ensure that those funds are used as intended and in accordance with Program requirements. To fulfill this duty, the Authority reserves the right to suspend or debar anyone who, it reasonably determines, misuses, abuses, or otherwise fails to use funds correctly or knowingly forges, alters, withholds or otherwise misrepresents documentation submitted to the Authority related to a Loan or a Mortgagor. This includes the Participant or any employee, agent, or associate of the Participant.

Section 7.15. Funding Cancellation and Termination for Convenience. When the Executive Director of the Authority makes a written determination that funds of the Authority will not be appropriated or otherwise available to support continuation of performance of this Origination Agreement, it shall be canceled. Such determination shall be final and conclusive. This Agreement may be terminated, in whole or in part, by the Authority whenever, for any reason, the Authority determines that such termination is in the best interest of the Authority by notice in writing pursuant to Section 7.03 hereof.

Section 7.16. Effect on Prior Origination Agreements. This Origination Agreement supersedes and replaces in its entirety any prior origination agreement between the Authority and the Participant. The Participant acknowledges such termination of a prior origination agreement by its signature below and may contact the Authority at 317-232-7777 to discuss any credit toward the applicable fee related to this Origination Agreement based on any fee paid related to any prior origination agreement with a duration beyond the execution of this Origination Agreement.

PARTICIPANT SIGNATURE PAGE

PARTICIPANT MUST COMPLETE THIS SIGNATURE PAGE

THIS MORTGAGE ORIGINIATION AND SALE AGREEMENT IS VALID ON THE DAY OF _____ 20__ AND EXPIRES ON DECEMBER 31, 2021.

IN WITNESS WHEREOF, Participant and the Authority have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective seals, duly attested, to be hereunto affixed, all as of the day, month and year first above written.

(the "Participant")

By: _____

Printed: _____

Title: _____

Attest:

By: _____

Printed: _____

Title: _____

Notice Address:

Street _____

City, State, Zip Code _____

INDIANA HOUSING AND COMMUNITY DEVELOPMENT AUTHORITY
(the “Authority”)

By: _____

Printed: J. Jacob Sipe

Title: Executive Director

Notice Address:

30 S. Meridian Street, Suite 900

Indianapolis, Indiana 46204

CONTACT SHEET INSTRUCTIONS

PRIOR TO COMPLETING THE CONTACT FORMS, PLEASE KEEP THE FOLLOWING IN MIND;

CORPORATE CONTACT means:

- Main point of contact for the Homeownership Department
- IHCD Online system administrator
 - Responsible for setting up all user accounts and access levels
 - Responsible for deactivating all user accounts, when necessary
 - Responsible for password lock-outs and/or re-sets
- All USPS mail correspondence will be sent to this individual as well as to the corporate address, including but not limited to:
 - MCC Certificates, if applicable
 - MCC IRS Documents for necessary reporting, if applicable
 - IHCD processed reservation refunds, unless noted otherwise at the time of termination
- Receipt of all IHCD emailed notifications to be forwarded to necessary staff members within the Participating Lender's organization

APPLICATION CONTACT means:

- Main point of contact on all loans in an Application Package Upload and Application Package Review status
- Receipt of all IHCD emailed notifications to be forwarded to necessary staff members within the Participating Lender's organization

CLOSING CONTACT means:

- Main point of contact on all loans in a Closing Package Upload and Closing Package Review status.
- Down-payment assistance (DPA) Retention, if necessary
- Receipt of all IHCD emailed notifications to be forwarded to necessary staff members within the Participating Lender's organization

The IHCD Homeownership Department will review/renew these contact sheets every quarter. This is to maintain an accurate contact list for lender communication, loan deficiencies, system support and mass email notifications on policy and program updates as well as important program announcements.

MORTGAGE ORIGINATION AND SALE AGREEMENT

CORPORATE CONTACT SHEET

COMPANY NAME _____

CORPORATE ADDRESS _____

CITY _____ STATE _____ ZIP _____

IHCDA WEB PHONE _____ (NUMBER YOU WISH MORTGAGORS TO CALL)

PLEASE LIST BELOW THE NAME OF THE PERSON FROM YOUR ORGANIZATION TO WHOM PROGRAM INFORMATION, CORRESPONDENCE AND TELEPHONE INQUIRIES FROM IHCDA SHOULD BE DIRECTED TO.

This section is to be completed as contact information for the Lender only.

Check here if Broker applicable ☐

CORPORATE CONTACT NAME _____

CORPORATE CONTACT PHONE _____

CORPORATE CONTACT EMAIL ADDRESS _____

The Corporate contact person will be responsible for giving everyone in your office access to the IHCDA Online web application. **IHCDA will not give usernames or passwords to anyone other than the contact person listed below.** If you will be closing loans for a Broker, the Broker Appendix must be completed and signed by all necessary parties.

IHCDA Online Username: _____

IHCDA Online Password: _____

COMPANY AUTHORIZED OFFICER'S SIGNATURE _____

DATE _____

MORTGAGE ORIGINATION AND SALE AGREEMENT

APPLICATION CONTACT SHEET

EACH ORIGINATING OFFICE PARTICIPATING IN IHCD PROGRAMS MUST COMPLETE THIS FORM (ADD ADDITIONAL CONTACT SHEETS, IF NEEDED)

PLEASE LIST BELOW THE NAME OF THE PERSON FROM YOUR ORGANIZATION TO WHOM EMAIL AND TELEPHONE INQUIRES FROM IHCD SHOULD BE DIRECTED.

OFFICE ADDRESS _____

CITY _____ STATE _____ ZIP _____

APPLICATION CONTACT NAME _____

APPLICATION CONTACT PHONE _____

APPLICATION CONTACT EMAIL _____

**MORTGAGE ORIGINATION AND SALE AGREEMENT
CLOSING CONTACT**

PLEASE LIST BELOW THE NAME OF THE PERSON FROM YOUR ORGANIZATION TO WHOM EMAIL AND TELEPHONE INQUIRES FROM IHCD SHOULD BE DIRECTED.

OFFICE ADDRESS _____

CITY _____ STATE _____ ZIP _____

CLOSING CONTACT NAME _____

CLOSING CONTACT PHONE _____

CLOSING CONTACT EMAIL _____

COMPANY AUTHORIZED OFFICER'S

SIGNATURE _____

DATE _____

MORTGAGE ORIGINATION AND SALE AGREEMENT
BROKER APPENDIX TO APPLICATION CONTACT SHEET

_____, an Indiana approved Broker, will be Using _____, an Authority Participating Lender, to close loans through the Program. All loan compliance issues will be the responsibility of the Broker to correct and complete for loan approval. The Broker understands that any fees related to the purchase of a loan by the Master Servicer (not applicable for MCC stand-alone product) will be paid to the Participating Lender. If applicable, the said fees will be distributed to the Broker based on any agreement between the said Broker and the said Participating Lender. If applicable, any loans that must be repurchased due to non-compliance with IHCD A or the Master Servicer (not applicable for MCC stand-alone product) must be repurchased by the IHCD A Participating Lender. IHCD A will not be responsible or liable for any part of the agreement between the Broker and the Participating Lender. Any refund of fees to be paid on a loan after purchase, or cancellation if applicable, will be paid to the said Participating Lender. The Participating Lender will be responsible for refunding the fees to the Broker.

PLEASE LIST BELOW THE NAME OF THE PERSON FROM YOUR ORGANIZATION TO WHOM MAIL, EMAIL AND TELEPHONE INQUIRES FROM IHCD A SHOULD BE DIRECTED.

BROKER CONTACT NAME _____

BROKER ADDRESS _____

BROKER CONTACT PHONE _____

BROKER CONTACT EMAIL _____

The Broker contact person will be responsible for giving everyone in your office access to the IHCD A Online web application. **IHCD A will not give usernames or passwords to anyone other than the contact person listed below.**

IHCD A Online Username: _____

IHCD A Online Password: _____

BROKER AUTHORIZED OFFICER'S SIGNATURE _____

DATE _____

COMPANY AUTHORIZED OFFICER'S SIGNATURE _____

DATE _____